

1 **UNITED STATES DISTRICT COURT**

2 **DISTRICT OF NEVADA**

3 COPPER SANDS HOMEOWNERS )  
 4 ASSOCIATION, INC., *et al.*, )

Case No.: 2:10-cv-00510-GMN-LRL

5 Plaintiffs, )

**ORDER**

6 vs. )

7 COPPER SANDS REALTY, LLC, *et al.*, )

8 Defendants. )  
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10 Before the Court is Defendant/Cross-Defendant Copper Sands Realty, LLC's ("CS  
 11 Realty") Motion to Dismiss Defendant/Cross-Claimant Irwin Mortgage Corporation's ("Irwin")  
 12 cross-claim. (ECF No. 62.) The Court GRANTS the Motion to Dismiss.

13 Irwin's cross-claim asserts five causes of action: (1) Total Indemnity; (2) Implied  
 14 Indemnity; (3) Equitable Indemnity; (4) Contribution; (5) Declaratory Relief. Since the filing  
 15 of its cross-claim on June 14, 2010, a Third Amended Complaint has been filed by the  
 16 Plaintiffs in the instant case (ECF No. 154), and Irwin has filed Notice of Bankruptcy Upon the  
 17 Record (ECF No. 259).

18 Because the facts underlying Irwin's cross-claim are still being developed and the claims  
 19 themselves do not appear to be ripe,<sup>1</sup> this Court declines to rule on Irwin's claims at this time.  
 20 The Motion to Dismiss Irwin's cross-claim is GRANTED without prejudice. The Court grants  
 21 Irwin leave to re-file the motion when judgment against Irwin appears imminent.

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 24 <sup>1</sup> See *Rodriguez v. Primadonna Co., LLC*, 216 P.3d 793, 801 (Nev. 2009) ("Implied indemnification has been developed by  
 25 the courts to address the unfairness which results when one party, who has committed no independent wrong, is held liable  
 for the loss of a plaintiff caused by another party [citation omitted]. Generally, the remedy is available after the defendant  
 has extinguished its own liability through settlement or by paying a judgment . . . 'a cause of action for indemnity...accrues  
 when payment has been made.'"); *Douglas v. Don King Productions, Inc.*, 736 F.Supp. 223 (D. Nev. 1990) (holding that  
 "the court cannot grant declaratory relief if the asserted controversy involves only future or speculative rights").

1           **IT IS HEREBY ORDERED** that Defendant/Cross-Defendant Copper Sands Realty,  
2 LLC's Motion to Dismiss Defendant/Cross-Claimant Irwin Mortgage Corporation's cross-  
3 claim is **GRANTED without prejudice**.

4           DATED this 26th day of September, 2011.

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8 Gloria M. Navarro  
9 United States District Judge  
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